

**REQUEST FOR PROPOSAL TO PROVIDE REAL ESTATE BROKERAGE SERVICES
NEW HAMPSHIRE EMPLOYMENT SECURITY
(BID# RFP NHES2016-02)
September 10, 2015**

PART I – INTRODUCTION

1.1 PURPOSE

New Hampshire Employment Security (NHES) has issued this Request for Proposal (RFP) in order to select and contract with a real estate broker, licensed by the New Hampshire Real Estate Commission, who will assist NHES in marketing and selling a commercial property. The subject property, consisting of land, building and other improvements, is located at 298 Hanover Street and 436 Maple Street, Manchester, New Hampshire, which are non-contiguous lots (collectively referred to as “298 Hanover Street”). The successful broker will provide integrated listing and marketing services including, but not limited to, a multiple listing service (MLS) listing, appropriately placed advertising, targeted marketing, advice for maximizing curb appeal, pitching redevelopment potential to developers and investors, showing the property to prospective buyers, and procuring offers to buy the property.

1.2 ISSUING OFFICE

This RFP is issued by NEW HAMPSHIRE EMPLOYMENT SECURITY, 45 South Fruit Street, Concord, NH 03301, Attn: Richard J. Lavers, Deputy Commissioner. The point of contact for all questions and requests for additional information is:

Richard J. Lavers, Deputy Commissioner
New Hampshire Employment Security
45 South Fruit Street
Concord, NH 03301
TEL: 603-228-4064
FAX: 603-229-4444
Email: Richard.J.Lavers@nhes.nh.gov

RESPONDENTS SHALL NOT CONTACT ANY NEW HAMPSHIRE STATE EMPLOYEE, OFFICIAL, COMMISSIONER, OR DIRECTOR OTHER THAN THE ABOVE LISTED CONTACT REGARDING THE RFP UNTIL AFTER A CONTRACT HAS BEEN AWARDED. ANY SUCH UNAUTHORIZED CONTACT MAY RESULT IN DISQUALIFICATION FROM FURTHER CONSIDERATION.

1.3 SUMMARY OF KEY DATES AND DEADLINES

9-10-2015	RFP issue date
9-18-2015	Optional site visit at 9:00 AM (ET) (combined with site visit for 300 Hanover Street)
9-23-2015	Deadline for receipt of written questions and requests to amend or modify the RFP is 2:00 PM (ET) (faxed and emailed questions or requests will be accepted)

- 9-28-2015 Posting of written responses to questions and any amendments or modifications to the RFP on the Department of Administrative Services' Current Bidding Opportunities web site by 4:00 PM (ET) (see addenda posted under Bid # RFP NHES2016-02 at: <http://das.nh.gov/purchasing/vendorresources.asp>)
- 10-02-2015 Deadline for receipt of Proposals is 2:00 PM (ET) (faxed or emailed proposals will NOT be accepted)

NHES reserves the right to change any of the foregoing dates and times. If any changes are made to the original RFP, the changes will be posted on the Department of Administrative Service's Current Bidding Opportunities website (see addenda posted under Bid # RFP NHES2016-02 at: <http://das.nh.gov/purchasing/vendorresources.asp>). **Respondents shall be responsible for monitoring this website for changes throughout the RFP process.**

1.4 BACKGROUND: STATUTORY DISPOSITION PROCEDURE

RSA 4:40 governs the disposal of surplus real property owned by the State of New Hampshire, with some limited exceptions that are not applicable to the Property covered by this RFP. The statute sets forth the general procedure to be followed by any State agency that becomes responsible for real property for which it no longer has any need or use. The individual steps described or referenced in RSA 4:40 are summarized below in chronological order, even if already completed, in order to provide a complete picture of the required process.

- A. The process begins when the head of the agency responsible for the property makes a determination that the agency no longer has any need or use for the property. In this case, that decision has been made and the 298 Hanover Street Property is already vacant.
- B. Once a determination of surplus has been made, the agency must request a review of the proposed disposal of the property by the interagency Council on Resources and Development (CORD). During a thirty (30) day period following the agency's request for review, CORD solicits and compiles comments and questions from numerous State agencies, commissions, and committees on the proposed disposal, which it uses to develop its recommendations. After CORD's recommendation is made, the legislative Long Range Capital Planning and Utilization Committee (LRCPUC) reviews the proposed disposal during the next step in the process. In this case, the disposal of the 298 Hanover Street Property has already been recommended for approval by CORD and approved by the LRCPUC.
- C. By the time a sale of State property is proposed to the LRCPUC, several other actions usually have already been taken. First, the property will have been evaluated by the New Hampshire Division of Historical Resources (DHR) for historical or archeological significance, and DHR will have made recommendations regarding the preservation of any historical or archeological value. Second, the agency will have estimated the approximate market value of the property, usually by commissioning an independent market value appraisal. In this case, the Property has already been reviewed by DHR, and an independent appraisal of the Property was commissioned.

- D. After the LRCPUC has approved the proposed disposal, including an acceptable selling price range deemed to approximate current market value, the property must be offered at market value to the town, city, or county in which the property is located. Only after the town, city, or county has refused the offer may the property be offered for sale on the open market. The broker does not earn a commission if the town, city, or county buys the property. In this case, the City of Manchester has been offered the opportunity to purchase 298 Hanover Street and has declined that opportunity. The property must be offered to the City again after an offer is received and a Purchase and Sale Agreement is executed, and the sale may only go forward if the City again declines the opportunity to purchase at the agreed upon price.
- E. The final authorization to dispose of any State owned real property comes from the Governor and Executive Council (G & C) after all of the details of a proposed sale have been finalized between the agency and the buyer, and after any contingencies have been satisfied or waived, when the only step left to consummate the transaction is the closing. The submission deadline is usually at least two (2) weeks in advance of the scheduled G & C meeting, and prior approval must be obtained from the Attorney General's Office and the Department of Administrative Services before the submission deadline (which can take an additional two (2) weeks).

PART II – RFP INSTRUCTIONS AND GENERAL CONDITIONS

2.1 CONTRACT TERM

The initial contract term shall be for a period of six (6) months. The contract may be renewed, at the option of NHES, for six (6) additional months upon the same terms and conditions (except that the established asking price may be adjusted at the sole discretion of NHES) for a total contract period not to exceed one (1) year.

2.2 DURATION OF PROPOSAL

Unless otherwise agreed, all Proposals shall be binding for 180 calendar days from the proposal due date.

2.3 SUBCONTRACTING

Subcontractors may not be used in providing the services requested in this RFP.

2.4 NEWS RELEASE

Respondents shall not issue any news releases or make any statement to the news media pertaining to this RFP, proposal, contract, or any work resulting therefrom without the prior written consent of NHES.

2.5 OPTIONAL SITE VISIT

In order to aid Respondents in preparing their proposals, an optional site visit to the Property has been scheduled for all interested parties at 9:00 AM on September 18, 2015 (EST). The site visit will include views of both 298 Hanover Street and 300 Hanover Street, Manchester, NH, which are the

subject of separate RFPs. Driving directions to the property are included in Exhibit F of this RFP. Allow up to sixty (60) minutes for a full tour of the Properties.

PART III – MINIMUM QUALIFICATIONS AND OBLIGATIONS OF RESPONDENT

3.1 GENERAL REQUIREMENTS

It is important that the Successful Respondent be able to meet in person with NHES personnel easily and on short notice, although it is expected that a great deal of the communication and transfer of materials will occur electronically. To that end, the Department requires that the Successful Respondent must have an office location in New Hampshire within 50 miles of Manchester. Any key individuals of the Successful Respondent who are assigned to this contract shall be located at the above described office. Respondents must indicate office and personnel location in writing should they be awarded a contract pursuant to this RFP.

3.2 EXPERIENCE AND REFERENCES

The Successful Respondent must have experience providing the services specified in this RFP and must furnish proof of that experience to the satisfaction of NHES. Such proof shall include: demonstrated past success in marketing properties similar in size, type, character, and location to the Property; a description of the Respondent's staffing and resources in New Hampshire available to assist in marketing the Property; identification of key personnel to be assigned to this contract and a description of their relevant qualifications and experience; and a description of any past projects completed for the State of New Hampshire within the past five (5) years. In addition, all Respondents shall provide NHES with a minimum of two (2) and no more than four (4) references for which the Respondent supplied services similar to those being sought by this RFP within the last five (5) years. For each reference listed, the following information must be provided:

- A. Client Name
- B. Contact Name
- C. Address
- D. Telephone Number & FAX Number & Email Address
- E. Years of Association with Client
- F. Description of Subject Property and Services Provided
- G. Dates Services Provided
- H. Approximate Value of Services Provided

Provision of this information shall constitute Respondent's permission for NHES to contact the client to discuss Respondent's work and working relationship with them. Finally, please provide a list of any awards your Agency has received in the last three (3) years, as well as any community involvement programs or pro-bono accounts during the same time frame.

3.3 CURRENT STRATEGIC APPROACH WITH OTHER CLIENTS

- A. Describe your experience with marketing and selling commercial office buildings and/or retail office properties.

- B. Describe your experience with marketing and selling commercial property in the Manchester, New Hampshire real estate market.

3.4 LICENSURE BY REAL ESTATE COMMISSION

The successful Respondent must be currently licensed by the New Hampshire Real Estate Commission (the "Commission") as a Real Estate Broker or a Real Estate Firm, must be in good standing with the Commission, and must provide certification from the Commission to document both of the foregoing requirements.

3.5 INDEMNIFICATION

Each Respondent shall indemnify, hold harmless and defend NHES and the State of New Hampshire, and their respective officers, directors, officials and employees, from losses, claims, damages, costs (including attorney fees and court costs), expenses and all liability of any nature arising out of or relating to the Respondent's Proposal or the Successful Respondent's performance or failure to perform under any contract which may result from this RFP. This clause shall survive the cancellation of this RFP, the award of a contract to the Successful Respondent or a third party, or the termination of any subsequent offer. Under no circumstances shall the State be held liable for any costs incurred by any Respondent in the preparation of its proposal or for work performed by the Successful Respondent prior to the effective date of any corresponding contract.

The Successful Respondent will be responsible for any costs incurred in conjunction with services provided on behalf of the Department which are deemed unacceptable by the Department, or services rendered in a manner inconsistent with the Respondent's proposal and/or the requirements set forth in this RFP.

3.6 INSURANCE

The successful Respondent shall provide to the Department a certificate of insurance naming the State of New Hampshire as an additional insured and evidencing: (A) comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident, or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage; (B) professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate (if coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract); no retention (deductible) shall be more than \$25,000; and (C) workers' compensation insurance and employers' liability insurance as required by law.

3.7 QUALIFICATION TO DO BUSINESS IN NEW HAMPSHIRE

The Successful Respondent must be a registered business entity (such as a corporation, limited liability company, or limited liability partnership) and not a sole proprietor or general partnership; must submit prior to execution of a contract a Certificate of Good Standing for the business entity issued by the New Hampshire Secretary of State. Please visit the following website for information and forms regarding business entity formation and registration with the New Hampshire Secretary of State and to learn how to obtain a Certificate of Good Standing: <http://www.sos.nh.gov/corporate>. Any entity required by this paragraph to submit a Certificate of Good Standing shall also be required to submit a duly executed Certificate of Authority or Vote authorizing the entity to enter into the

contract with the State contemplated by this RFP and authorizing a designated person who is an officer or representative of the entity to sign the contract and any ancillary documents on the entity's behalf.

3.8 PENDING LITIGATION

Respondents must list and summarize all pending or threatened litigation, administrative or regulatory proceedings, or similar matters. A Respondent must also list and summarize any past, present, or anticipated disciplinary proceedings or actions involving the Respondent before the New Hampshire Real Estate Commission, regardless of whether they did or may result in any penalties or sanctions. This disclosure obligation extends to any licensed brokers employed by the Respondent who would be assigned to this contract. The Successful Respondent shall have a continuing obligation to disclose any such actions during the period of this RFP process and any contract resulting from this RFP.

3.9 STATE OF NEW HAMPSHIRE VENDOR APPLICATION

Prior to the proposal submission deadline the Respondent shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property. These forms may be downloaded from the Bureau of Purchase and Property website at: <http://www.admin.state.nh.us/purchasing>.

3.10 CONFIDENTIAL INFORMATION

Any information submitted with or as part of a proposal in response to this RFP may be subject to public disclosure under RSA 91-A. However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe that any information being submitted in response to this RFP should be kept confidential as financial or proprietary information, then you must specifically identify that information in a letter to the Department.

PART IV – EVALUATION OF PROPOSALS

4.1 EVALUATION COMMITTEE

The Department intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals will be evaluated using the evaluation criteria listed below. All proposals that are properly submitted will be evaluated by a Committee consisting of a team of designated Department and other State employees that shall make recommendations for award to the Commissioner of the New Hampshire Department of Employment Security.

4.2 EVALUATION CRITERIA

This set of criteria will be used to evaluate each Respondent's proposal. The criteria and the weights to be used by the Evaluation Committee shall consist of the following:

CRITERIA

A. TECHNICAL (NON-COMMISSION)

1. Form and Content of Response **PASS/FAIL**
 - Does the proposal meet the minimum requirements of the RFP as summarized in Part VI?
2. Client List/References **20 POINTS**
 - How similar are the services performed for each client to those sought by the RFP? (6 points)
 - How similar is the Property to the clients' properties in terms of size, type, character, and location? (7 points)
 - How favorable are the references? (7 points)
3. Experience and Capability **20 POINTS**
 - How well has the Respondent demonstrated past success in marketing properties similar in size, type, character, and location to the Property? (12 points)
 - How sufficient are the Respondent's staffing and resources in New Hampshire to appropriately and effectively market the Property? (4 points)
 - How well has the Respondent demonstrated that the specific staff members likely to work with the Property are adequately qualified to do so? (4 points)
4. Proposed Strategy **40 POINTS**
 - How dynamic, customized, and appropriate for the Property is the Respondent's proposed marketing strategy? (10 points)
 - Has the Respondent included a list of suitable media outlets that it proposes to use? (6 points)
 - How well has the Respondent demonstrated an understanding of the particular challenges that the Property may present to a prospective buyer? (10 points)
 - How well has the Respondent demonstrated an understanding of how certain unique characteristics of the Property may enhance its value? (10 points)
 - Has the Respondent provided suitable "staging" recommendations to enhance the appeal of the Property? (4 points)
5. Market Analysis **20 POINTS**
 - Has the Respondent included a sufficiently detailed comparable sales analysis? Did the Respondent use any other appropriate methodologies (e.g. income or cost approach) to derive or support a proposed asking price for the Property? How well did the Respondent explain, justify, and apply the methodologies employed? (10 points)
 - Has the Respondent included a proposed asking price that is based on a reasonable estimate of the market value of the Property? Were all of the valuation factors and assumptions identified and reasonably justified? (5 points)
 - Has the Respondent included a reasonably thorough highest and best use analysis of the Property that reaches a convincing conclusion? Were all of the valuation methodologies, comparable transactions, valuation factors, and assumptions employed consistent with the Respondent's highest and best use conclusion? (5 points)

B. COMMISSION/FEES**100 POINTS**

The successful Respondent will be compensated out of the gross sale proceeds at closing. Although the Respondent is free to propose whatever fee, commission rate, or compensation structure it chooses, such fee or commission ultimately must be approved in advance by the legislative Long Range Capital Planning and Utilization Committee (LRCPUC). There are certain consistent limits on the commission rates and structures that the LRCPUC has approved in the past which are set forth in Section 5.2.C of this RFP. The Respondent is strongly advised to adhere to these limits in formulating its proposal. In any event, any proposed fee or commission, or any component thereof, which exceeds an effective rate of six percent (6%) of gross sale proceeds shall constitute a complete basis for rejection of the entire proposal. The proposed commission structure shall be evaluated comparatively on the basis of where the proposed effective rate from the commission structure being evaluated falls in the range of rates spanning from a rate of two percent (2%) up to a rate of six percent (6%) (assuming in each case a sale at the appraised value), where a proposed effective rate of six percent (6%) or higher would receive zero (0) points and a proposed effective rate of two percent (2%) or less would receive the maximum possible score of one hundred (100) points. A sample scoring calculation follows this paragraph. The Department reserves the right to negotiate a different fee or commission structure in the event that the LRCPUC rejects the commission structure proposed by the successful Respondent.

Sample Commission Proposal Evaluation

(property values were randomly chosen for example purposes only)

Appraised Value: \$11 million

Proposal 1

Proposed Rate: 4%

Fee (4% x \$11 million) = \$440K

Effective Rate (ER) = Proposed Rate = 4%

Score = $100 \times (6\% - ER) / (6\% - 2\%) = 100 \times (6\% - 4\%) / (4\%) = 50$ points

Proposal 2

Proposed Rate Structure: 5% up to \$5 million
 4% of second \$5 million
 3% of value exceeding \$10 million

Fee (5% x \$5 million + 4% x \$5 million + 3% x \$1 million) = \$250K + \$200K + \$30K = \$480K

Effective Rate = $100 \times (\$480K / \$11 \text{ million}) = 4.36\%$

Score = $100 \times (6\% - ER) / (6\% - 2\%) = 100 \times (6\% - 4.36\%) / (4\%) = 41$ points

Proposal 3

Proposed Rate Structure: 6% up to \$5 million
 5% of second \$5 million
 4% of value exceeding \$10 million

Fee (6% x \$5 million + 5% x \$5 million + 4% x \$1 million) = \$300K + \$250K + \$40K = \$590K

Effective Rate = $100 \times (\$590K / \$11 \text{ million}) = 5.36\%$

Score = $100 \times (6\% - ER) / (6\% - 2\%) = 100 \times (6\% - 5.36\%) / (4\%) = 16$ points

4.3 INITIAL PASS/FAIL REVIEW

Each Proposal will be evaluated for general conformity to the submission requirements summarized in Part VI of this RFP. The foregoing submission requirements shall be evaluated on a "pass/fail" basis. Proposals that are incomplete or otherwise do not meet submission requirements may be considered non-responsive and eliminated from further consideration.

4.4 TECHNICAL EVALUATION

Proposals that meet the pass/fail criteria as stated above will be distributed to the members of the Evaluation Committee for evaluation of the technical scoring components using the weighted criteria set forth above. Pricing will not be a factor in the technical evaluations. Proposals that do not receive a minimum technical score of 70% of the total technical (non-commission) points available shall be disqualified from further consideration. In addition, failure to score at least 70% of total points available on any one of the technical criteria may result in disqualification of the Proposal.

4.5 COMMISSION/FEE EVALUATION

Evaluation of proposed commissions will occur after technical scoring and will involve only Proposals that receive the minimum technical score. The Evaluation Committee will award the points available for commission proposals, using the objective formula set forth in Section 4.2.B above that takes into consideration the total cost of the Proposal being evaluated in relation to the maximum allowable effective commission rate of six percent (6%).

4.6 COMBINING SCORING

The Evaluation Committee will combine all technical and commission points to determine the total score for each Proposal, and the Proposals shall be ranked accordingly.

4.7 FURTHER INQUIRIES

At any point during the process, NHES may contact a Respondent to clarify a substantive question, so as to ensure full understanding of the submission.

4.8 RECOMMENDATION FOR AWARD

After the final ranking of Proposals, the Evaluation Committee shall recommend to the NHES Commissioner the Successful Respondent, which shall be the Respondent that submitted the top ranked proposal, as determined by the proposal evaluation procedures set forth in Part IV of this RFP.

4.9 CONTRACT NEGOTIATIONS

Upon approval by the NHES Commissioner, NHES shall enter into negotiations with the Successful Respondent from Section 4.8. If the conditions and price of a contract cannot be successfully negotiated within a reasonable amount of time (as solely determined by NHES), negotiations will be terminated and negotiations with the next highest ranking Respondent will commence. Negotiations

shall continue at the sole option of NHES until a contract is signed or all Proposals are rejected and the RFP is withdrawn.

4.10 TENTATIVE CONTRACT

A tentative contract will be made with one (1) responsive and responsible Respondent whose Proposal is determined to be the most advantageous to NHES. A signed tentative contract does not constitute the award of the contract. The tentative contract shall be submitted to the Long Range Capital Planning and Utilization Committee (LRCPUC) for approval together with the proposed marketing strategy and asking price range, as applicable. Any transfer of title or payment obligations of NHES as set forth in the tentative contract are subject to compliance with the requirements of RSA 4:40 set forth above and the prior explicit approval of the Governor of the State of New Hampshire and the Executive Council (G & C).

4.11 FINAL CONTRACT/NOTICE OF AWARD

The final details of a proposed sale of the Property to a specified buyer shall be submitted for final Governor and Council approval as the last step prior to closing. Upon such approval, the tentative contract shall become fully effective.

All Respondents submitting a response to this RFP will be notified in writing of the selection of a successful Respondent, if and when a selection is made. If no selection is made, all Respondents will be notified accordingly. For purposes of this RFP, an award shall be deemed to have been made upon approval of the contract by the Governor and Executive Council.

PART V – SCOPE OF WORK

5.1 BACKGROUND: 298 Hanover Street, Manchester, New Hampshire.

NHES proposes to sell the real estate located at 298 Hanover Street and 436 Maple Street, Manchester, New Hampshire. The main site contains 0.15± acres of land and is improved with a 9,559± square foot office building. The other parcel contains 0.16± acres of land and is utilized as a parking lot in conjunction with the office building. See Exhibits for further information.

5.2 MINIMUM SPECIFICATIONS AND REQUIREMENTS

THE FOLLOWING SPECIFICATIONS ONLY ESTABLISH THE MINIMUM STANDARDS WITH WHICH EACH RESPONDENT MUST COMPLY. RESPONDENTS ARE EXPECTED AND ENCOURAGED TO PROPOSE STRATEGIES OR SERVICES THAT EXCEED THE MINIMUM SPECIFICATIONS. INNOVATIVE STRATEGIES OR SERVICES MAY BE PROPOSED AS AN OPTION.

Respondents must certify in their Proposals that the Proposal meets the specifications listed below and describe how it meets them. Respondents shall respond with as much detail as they feel would be helpful to the Department in determining the Respondent's ability to meet the specifications. If the Respondent cannot meet the specifications, they must specifically describe how they fail to meet them and describe any alternative to the specification which cannot be met. Each Respondent's response must address each subsection listed below in the same order as it appears.

A. SERVICES

Each Respondent must describe in its Proposal its comprehensive strategy for identifying a ready, willing, and able buyer for the Property, and for eliciting from that buyer the best firm offer to purchase the Property as-is, where-is, in its current condition, at the highest price not less than its current market value. Such strategy should include proposed advertising methods (e.g. advertising an ask price or not), likely and most effective media outlets, selection and identification of target investor/buyer groups, direct solicitation of investors, specific media outlets to be utilized, proposals for highlighting specific value-enhancing characteristics of the Property, proposals for addressing specific challenges presented by the Property (including, without limitation, any redevelopment concepts likely to be proposed to or discussed with potential buyers), recommendations for showing the Property to prospective buyers, and reasonable justification for each strategy component.

Each Respondent must also describe in its Proposal the other services to be provided, which shall at a minimum include serving as the State's default agent for all communications with prospective buyers, providing ongoing advice to the Department regarding marketing strategy (including recommending adjustments as appropriate) and terms of sale, and attending meetings or hearings of the Department, interagency commissions or councils, legislative committees, and the Governor and Executive Council, as needed to obtain approval for the contract contemplated by this RFP and/or any proposed sale of the Property.

This is the most important part of the proposal and the Respondents' best opportunity to distinguish themselves from each other. The proposal should be entirely focused on selling the Property and customized accordingly. Please do not submit preprinted marketing materials with any proposal.

B. MARKET ANALYSIS

The Proposal must include a description of the Property adequate to identify it by specific location and to illustrate its key asset components, features, and defining characteristics.

Each Respondent shall include with its Proposal a highest and best use analysis based in part on the Respondent's experience with similar properties and current knowledge of the relevant real estate markets. Such analysis shall minimally consider the likely relative market value of the Property as improved versus as if vacant land for some form of development, taking into account zoning, the physical characteristics of the Property, the financial feasibility of the use, and the likely profitability of the use to a buyer.

Each Respondent shall also include with its Proposal an opinion as to the maximum price at which the Property can be reasonably expected to sell within twelve (12) months or less, together with the analyses upon which the opinion is based. The use of a comparable sales analysis is highly encouraged. The valuation methodologies employed in the pricing analyses, and all assumptions, adjustment factors, and/or comparable transactions, must be identified, explained, and justified. Finally, the Respondent must include a statement of the Respondent's estimate of the amount of time needed to sell the property, not to exceed twelve (12) months.

C. COMMISSION

The Respondent shall include with its Proposal its proposed compensation structure for this contract, keeping in mind that such compensation will be paid out of the gross sale proceeds from the

Property. Past acceptable commission structures for the sale of other surplus State properties have included a uniform rate of five percent (5%) and a declining rate scale with a bottom-tier rate of six percent (6%) of the first million dollars (\$1,000,000) of the sale price, a second-tier rate of five percent (5%) of the second million dollars (\$1,000,001 - \$2,000,000), a third-tier rate of four percent (4%) of the third million dollars (\$2,000,001 - \$3,000,000), a fourth-tier rate of three percent (3%) of the fourth million dollars (\$3,000,001 - \$4,000,000), and a fifth-tier rate of two percent (2%) of the portion of the sale price exceeding four million dollars (\$4 million). ANY PROPOSED FEE OR COMMISSION RATE STRUCTURE, OR ANY COMPONENT THEREOF, WHICH EXCEEDS AN EFFECTIVE RATE OF SIX PERCENT (6%) OF GROSS SALE PROCEEDS SHALL CONSTITUTE A COMPLETE BASIS FOR REJECTION OF THE ENTIRE PROPOSAL.

5.3 COMPLIANCE/EXCEPTIONS

Respondents are expected to comply with the terms and conditions of this RFP, as amended or supplemented by any addenda posted on the Department's Current Bidding Opportunities website prior to the deadline for receipt of proposals as indicated in Section 1.3 of this RFP. THEREFORE, EACH RESPONDENT MUST SIGN AND SUBMIT WITH ITS PROPOSAL THE CORRESPONDING CERTIFICATION SET FORTH IN SECTION 7.1.B OF THIS RFP. FAILURE TO SO MAKE SUCH CERTIFICATION SHALL CONSTITUTE COMPLETE GROUNDS FOR REJECTION OF THE RESPONDENT'S PROPOSAL.

PART VI – SUBMISSION REQUIREMENTS

6.1 Each Respondent's Proposal shall be loosely bound and indexed according to the RFP outline. Each Respondent responding to this RFP must submit the following:

- A. Location and personnel assigned to office as required in Section 3.1
- B. Experience, References, and Awards as required in Section 3.2
- C. Strategic Approach as required in Section 3.3
- D. Certification of Licensure as required in Section 3.4
- E. Pending Litigation as required by Section 3.8
- F. State of New Hampshire Vendor Number, issued after filing a Vendor Application and W-9 Form as required by Section 3.9
- G. Proposed Marketing Strategy and Services as required by Section 5.2.A
- H. Market Analysis as required by Section 5.2.B
- I. Proposed Commission as required by Section 5.2.C which does not exceed six percent (6%) of gross sale proceeds
- J. Compliance Certification required by Section 5.3
- K. Completed and signed Proposal Certification from Section 7.1
- L. Original proposal and copies (hard and electronic) as required by Section 8.1

PART VII – COMPLETION REQUIREMENTS

7.1 PROPOSAL CERTIFICATION

By submitting a Proposal in response to this RFP and signing below, the Respondent hereby certifies as follows:

- A. The Respondent has been duly authorized to submit the Proposal, to make and sign this Proposal Certification, and to enter into any contract that may be awarded as a result. The person signing on behalf of the Respondent below is duly authorized to sign this Proposal Certification on behalf of the Respondent and to bind the Respondent to the full and complete performance of any contract that may be awarded as a result of this RFP.
- B. The Respondent understands and agrees to comply with and be bound by all of the terms and conditions of this RFP and any attachments hereto, except for any terms and conditions for which an exception was taken and identified in the Proposal pursuant to Section 5.3.
- C. The Proposal shall remain effective for 180 days following the submission deadline set forth in this RFP.
- D. The commission or fee structure included in the Proposal was established without collusion with any other vendor.
- E. The Respondent's State Vendor Number is _____.
- F. None of the Real Estate Brokers or Real Estate Firms named in the Proposal are now or have ever been the subject of any past or present disciplinary proceeding before the New Hampshire Real Estate Commission (or its counterpart in any other state), except as fully disclosed in writing and submitted herewith, together with descriptions of the outcomes and any resulting settlements, sanctions, or penalties.

Respondent Name: _____

By: _____
(Signature) (Date)

Name and Title of Person Signing: _____

Respondent Contact Person: _____

Address: _____

Telephone/Fax Numbers: _____

Email Address: _____

PART VIII – DELIVERY REQUIREMENTS

8.1 DELIVERY OF PROPOSALS TO THE DEPARTMENT

The Respondent's original Proposal with SEPARATELY SEALED PROPOSED COMMISSION plus one (1) hard copy and one (1) electronic copy (CD or DVD) of the Proposal must be placed in a sealed envelope. **The original commission proposal (without copies) shall be clearly labeled and placed in a separate, sealed envelope inside the envelope containing the original proposal and must not be included on the electronic copies.** All Proposals must be labeled as follows:

“CONFIDENTIAL SEALED BID DO NOT OPEN”
“BID# RFP NHES2016-02”

From: (name of Respondent)

Addressed to: New Hampshire Employment Security
Attention: Deputy Commissioner Richard J. Lavers
45 South Fruit Street
Concord, NH 03301

(If an overnight courier is used, the name of the Respondent should also be placed on the outside of the overnight courier envelope.) Proposals must be mailed or hand-delivered to the above address by the deadline stated in Section 1.3. **Delivery by 2 PM on 10-02-2015.**

FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.

EXHIBIT LIST

- A. SAMPLE EXCLUSIVE LISTING AGREEMENT
- B. AERIAL MAP OF PROPERTY
- C. ZONING MAP DETAIL
- D. ASSESSOR CARD
- E. FLOOR PLANS
- F. DIRECTIONS TO PROPERTY

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY**

EXCLUSIVE LISTING AGREEMENT

1. THE STATE OF NEW HAMPSHIRE, acting by and through its Department of Employment Security, having an address of 45 South Fruit Street, Concord, NH 03301 ("SELLER"), hereby grants to the undersigned _____, having an address of _____ ("AGENT"), effective as of the date upon which both parties have executed this Agreement (the "EFFECTIVE DATE"), in consideration of AGENT'S agreement to list, market, and promote the sale of real property owned by SELLER located at 298 Hanover Street and 436 Maple Street, in Manchester, New Hampshire, primarily consisting of a two-story building with approximately 9,559 square feet of space (Tax Map 93, Lot 0004), and a 20 space surface parking lot (Tax Map 93, Lot 0029), the two parcels together comprising approximately .31 acres of land, as more particularly described in the Deeds of Jason Treisman to the State of New Hampshire dated March 26, 2001, recorded in the Hillsborough County Registry of Deeds at Book 6381, Page 1777, and Book 6381, Page 1778, and including any other property, real or personal, subsequently added thereto (hereinafter the "PROPERTY"), the exclusive right to market, list, and solicit offers to purchase said PROPERTY at a minimum price of _____ (\$_____) on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at or above said price on such terms and conditions as are acceptable to SELLER, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay AGENT a commission of ___ percent (___%) of the contract sale price. Any commission due under this Agreement shall be paid out of the sale proceeds at closing.

2. THIS AGREEMENT SHALL BE IN EFFECT for six (6) months, commencing on the EFFECTIVE DATE and ending on the date six (6) months thereafter, and, unless terminated on said ending date by the Department acting in its sole discretion, shall be automatically renewed for six (6) consecutive additional months upon the same terms and conditions (except that the minimum price established in this Agreement may be adjusted at the discretion of Department) for a total contract period not to exceed one (1) year. Upon full execution of a contract for sale and purchase of the PROPERTY, all of the terms and provisions of this Agreement shall extend through the date of closing as specified in such purchase and sale agreement. The commission as provided above shall also be due if the PROPERTY is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within six (6) months after the expiration or rescission of this Agreement to anyone whom AGENT has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY, provided that anyone so procured must be identified to SELLER by AGENT in writing not later than fifteen (15) days after the termination of this Agreement.

AGENT'S initials _____

3. DUTIES OF AGENT. AGENT owes SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting.

4. DUTIES OF SELLER. SELLER acknowledges a duty to disclose to AGENT all known pertinent information about the PROPERTY, adverse or otherwise, upon request, and SELLER understands that all such information will be disclosed by AGENT to potential purchasers. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Marketing Agreement and the Property Disclosure and the closing, then SELLER will immediately notify the potential purchaser and AGENT of the same in writing. SELLER agrees to cooperate with AGENT in effecting the sale of the PROPERTY and to immediately refer to AGENT all inquiries of interested parties. Unless otherwise directed by SELLER, AGENT shall be the default point of contact for all inquiries, negotiations, or offers regarding the PROPERTY.

5. COOPERATION WITH OTHER BROKERS. SELLER authorizes the following forms of cooperation:

- (a) AGENT may cooperate with other brokers or other real estate firms who will represent the interest of the buyer(s).
- (b) AGENT may cooperate with other brokers or other real estate firms who are not acting on behalf of a client or customer either as a seller agent or buyer agent.

6. SPECIAL CONDITIONS. SELLER hereby agrees that:

- (a) A "For Sale" sign may be placed on the PROPERTY.
- (b) The PROPERTY will be advertised at AGENT'S discretion in a manner consistent with its successful proposal to market the PROPERTY as submitted to SELLER.
- (c) SELLER may provide keys to any building(s) to AGENT. If keys are provided, then AGENT has permission to access such building(s) for the purpose of showing the PROPERTY to potential purchasers or their agents. Otherwise, access to such building(s) must be arranged with SELLER in advance. Either AGENT or a principal or employee of AGENT holding a current "Broker" or "Salesperson" license issued by the New Hampshire Real Estate Commission shall be personally present at every showing of the PROPERTY, regardless of whether any buyer's broker or employee of SELLER may be present.
- (d) Exterior pictures of the PROPERTY may be taken.
- (e) Interior pictures of the PROPERTY may be taken.
- (f) Video/virtual tour photography is allowed at AGENT'S discretion.

AGENT'S initials _____

- (g) AGENT may disclose the existence of other offers.
- (h) The PROPERTY listing data may be submitted to MLS and may be used for comparables.
- (i) The PROPERTY address and information may be displayed on public web sites.
- (j) SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
- (k) AGENT is authorized to accept a deposit with any prospective offer to purchase the PROPERTY.

7. ADDITIONAL PROVISIONS.

- (a) AGENT acknowledges and agrees that any sale, lease, or exchange of the PROPERTY and any payment obligation of SELLER under this Agreement shall be conditioned upon and subject to prior approval by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges and agrees that no commission or fee shall be due under this Agreement in the event that the PROPERTY is sold to the City of Manchester, New Hampshire.
- (b) AGENT has obtained a current State Vendor Code from the Division of Procurement & Support Services, Bureau of Purchase & Property and provided it to SELLER. If AGENT is a corporation, limited liability company, or other business entity required to register with the New Hampshire Secretary of State, then AGENT has provided to SELLER a current original Certificate of Good Standing issued by the New Hampshire Secretary of State. If AGENT is a foreign corporation or other business entity organized under the laws of another state, then AGENT has further provided to SELLER a current original Certificate of Good Standing issued by AGENT'S state of organization.
- (c) If AGENT is a business entity other than a sole proprietor, then AGENT certifies that it has all requisite authority to enter into this Agreement and to perform its obligations thereunder, and that the undersigned officer or agent of AGENT is duly authorized to execute this Agreement on behalf of AGENT.
- (d) AGENT certifies that it is duly licensed to sell real estate by the New Hampshire Real Estate Commission.
- (e) AGENT agrees to defend, indemnify, and hold harmless SELLER and all of its officers, directors, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) or in connection with any acts or omissions of AGENT or its sub-agent in the performance of AGENT'S obligations under this Agreement.

AGENT'S initials _____

- (i) Comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident, or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage.
- (ii) Professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000.
- (iii) Workers' compensation insurance and employers' liability insurance as required by law.

THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

STATE OF NEW HAMPSHIRE ("SELLER")
By and through its
DEPARTMENT OF EMPLOYMENT SECURITY

By: _____
_____, Commissioner

Date: _____

("AGENT")

By: _____

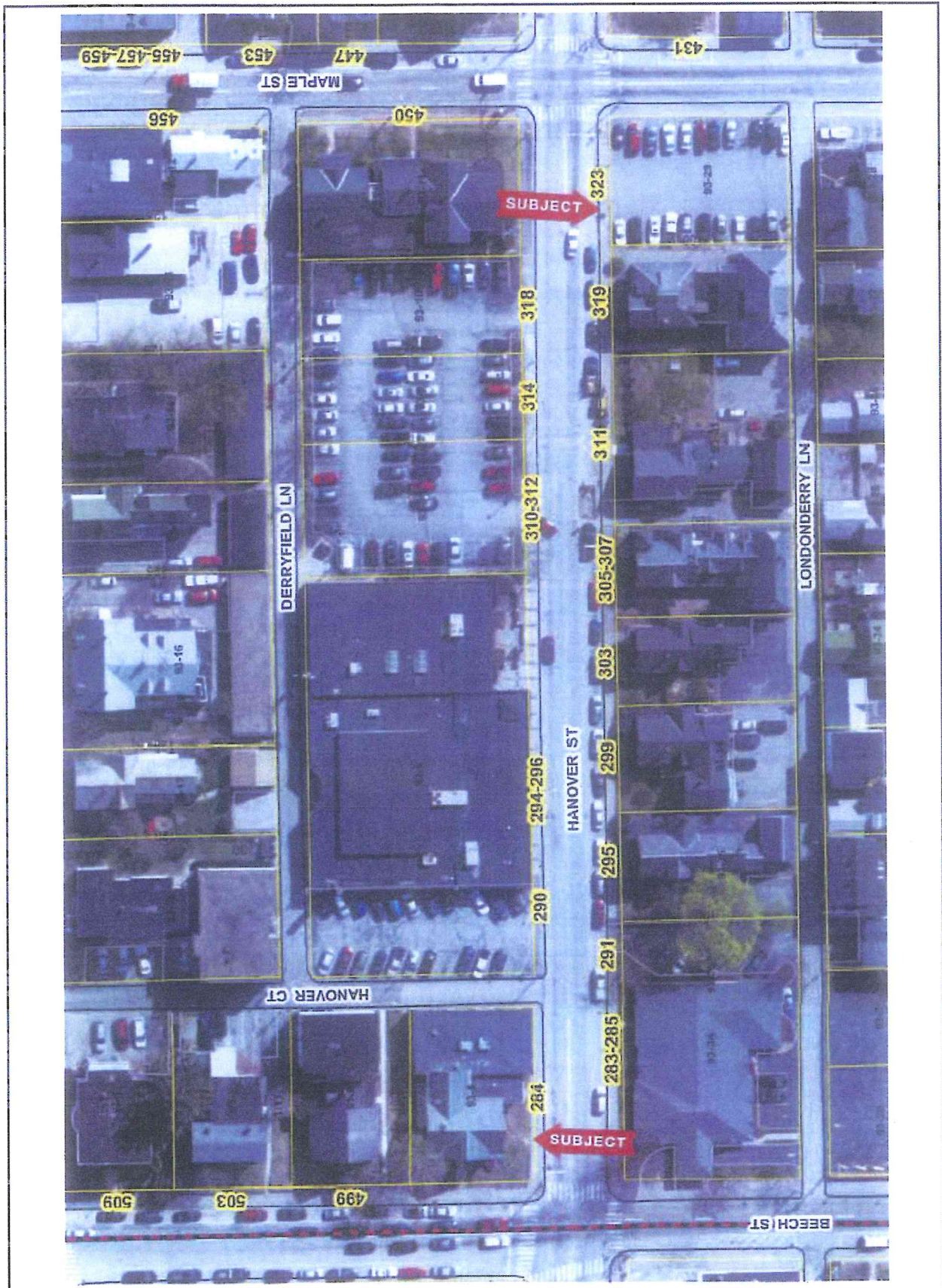
Date: _____

Name (print): _____

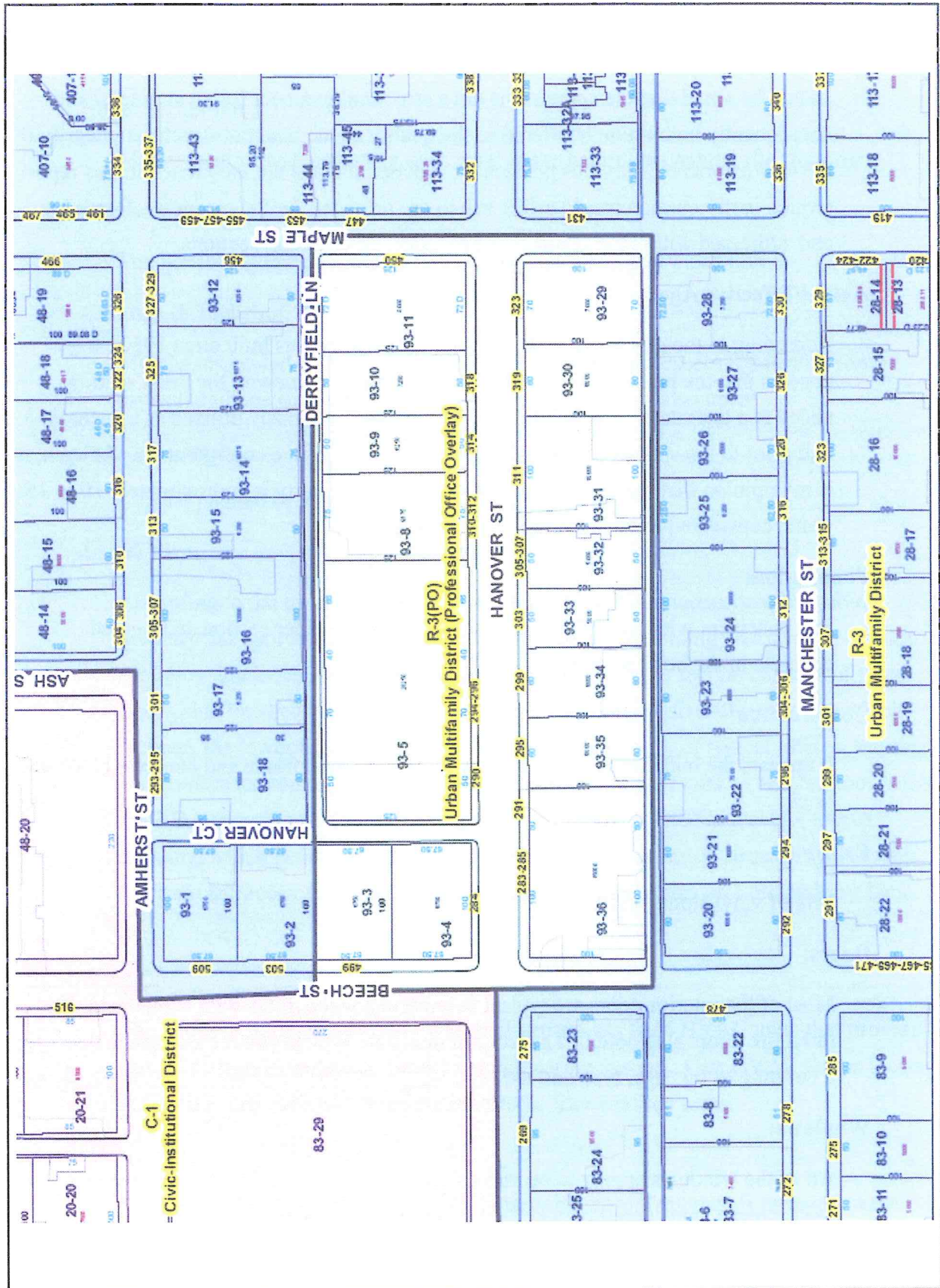
Title (print): _____

AGENT'S initials _____

AERIAL MAP



ZONING MAP



298 HANOVER ST**Location** 298 HANOVER ST**Assessment** \$560,200**Mblu** 0093/ / 0004/ /**Building Count** 1**Owner** STATE OF N H**Current Value**

Assessment	
Valuation Year	Total
2013	\$560,200

Owner of Record**Owner** STATE OF N H**Sale Price** \$0**Co-Owner****Certificate****Book & Page** 6381/1778**Sale Date** 03/26/2001**Instrument** 1E**Ownership History**

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
STATE OF N H	\$0		6381/1778	1E	03/26/2001
TREISMAN, JASON E	\$0				01/15/1985
MANCHESTER LODGE NO 146 BPOE	\$0				

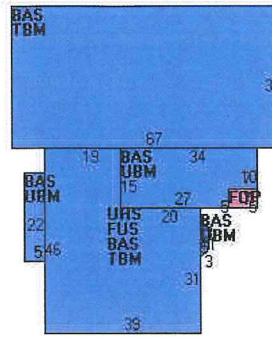
Building Information**Building 1 : Section 1****Year Built:** 1950**Living Area:** 5932**Replacement Cost****Less Depreciation:** \$459,200

Building Attributes	
Field	Description
STYLE	Office Bldg
Stories:	2.5
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	Brick/Masonry
Roof Structure	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Drywall/Sheet

Building Photo

(<http://images.vgsi.com/photos/ManchesterNHPhotos/\\00\05\60\92.JPG>)

Interior Wall 2	
Interior Floor 1	Vinyl/Asphalt
Interior Floor 2	Carpet
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Total Rooms	
Total Bedrms	00
Total Baths	0
Heat/AC	HEAT PUMP
Frame Type	WOOD FRAME
Baths/Plumbing	AVERAGE
Ceiling/Wall	SUS-CEIL & WL
Rooms/Prtns	AVERAGE
Wall Height	8
% Corn Wall	

Building Layout

Building Sub-Areas			
Code	Description	Gross Area	Living Area
BAS	First Floor	4438	4438
FUS	Upper Story, Finished	1494	1494
FOP	Porch, Open	35	0
TBM	ThreeQuarter Fin Bsmnt	3839	0
UBM	Basement, Unfinished	599	0
UHS	Half Story, Unfinished	1494	0
		11899	5932

Extra Features

Extra Features		
Code	Description	Size
SPR1	SPRINKLERS-WET	4399 S.F.

Land**Land Use**

Use Code 9600
Description NON TAX C

Land Line Valuation

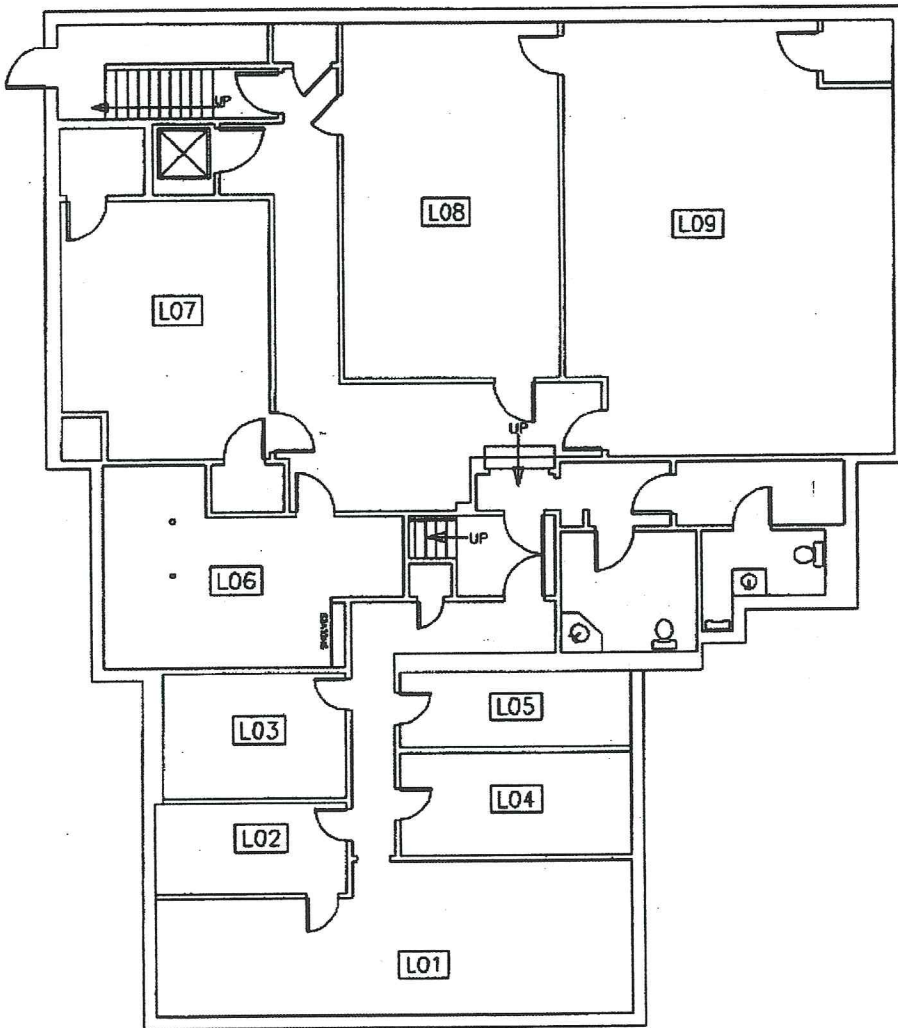
Size (Sqr Feet) 6750

Outbuildings

Outbuildings
No Data for Outbuildings

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BUILDING: FLOOR PLAN



LOWER LEVEL

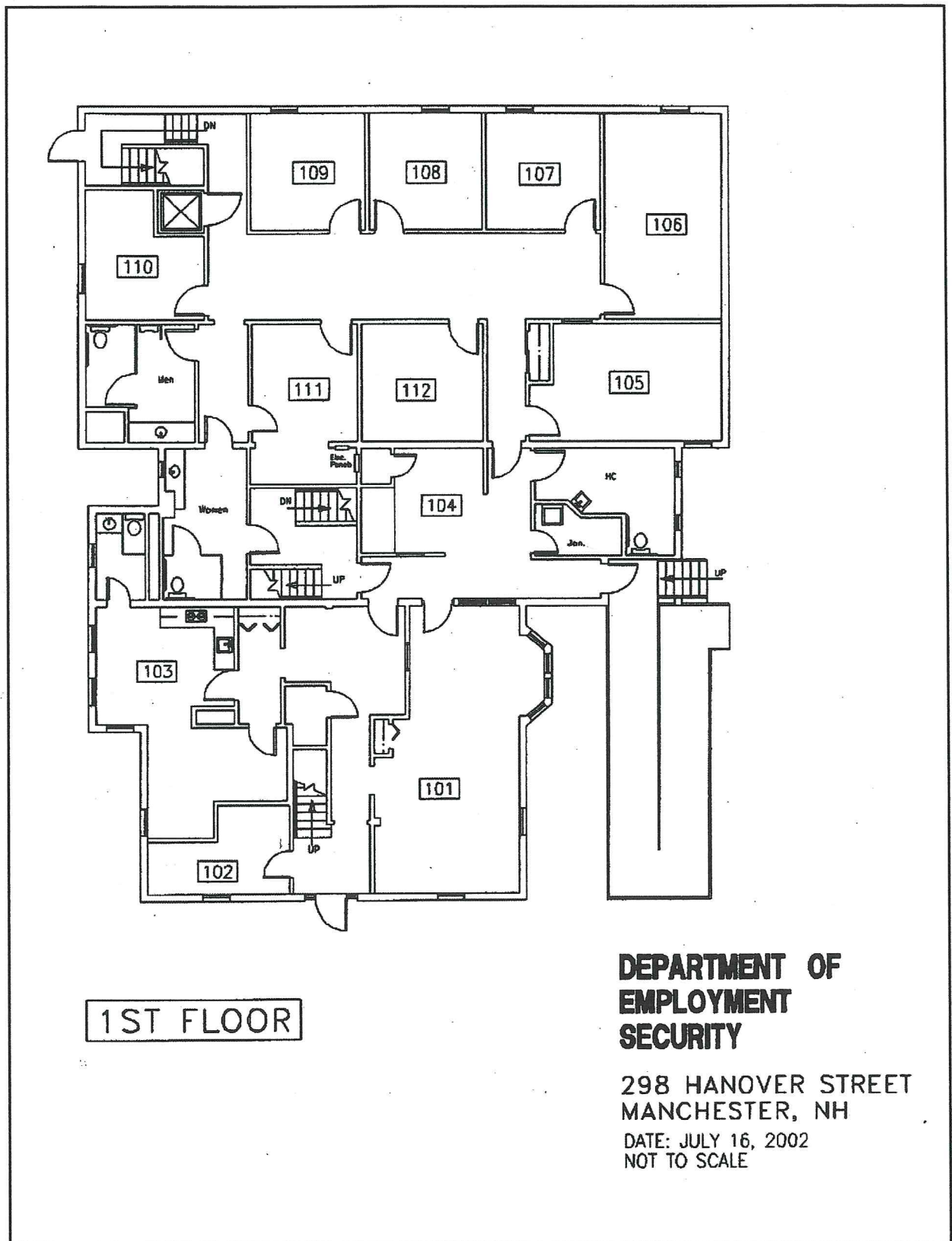
TOTAL: 10,000 SQ FT
BUILT: 1900's
BACK ADDITION 1950

**DEPARTMENT OF
EMPLOYMENT
SECURITY**

298 HANOVER STREET
MANCHESTER, NH

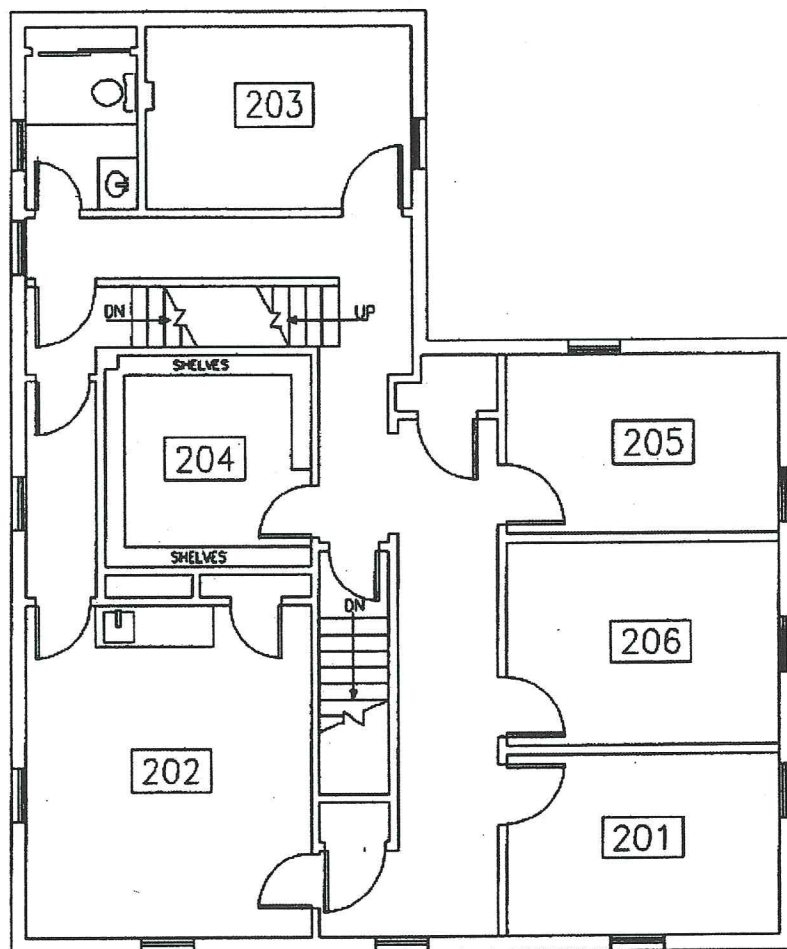
DATE: JULY 16, 2002
NOT TO SCALE

BUILDING: FLOOR PLAN



298 Hanover Street

BUILDING: FLOOR PLAN



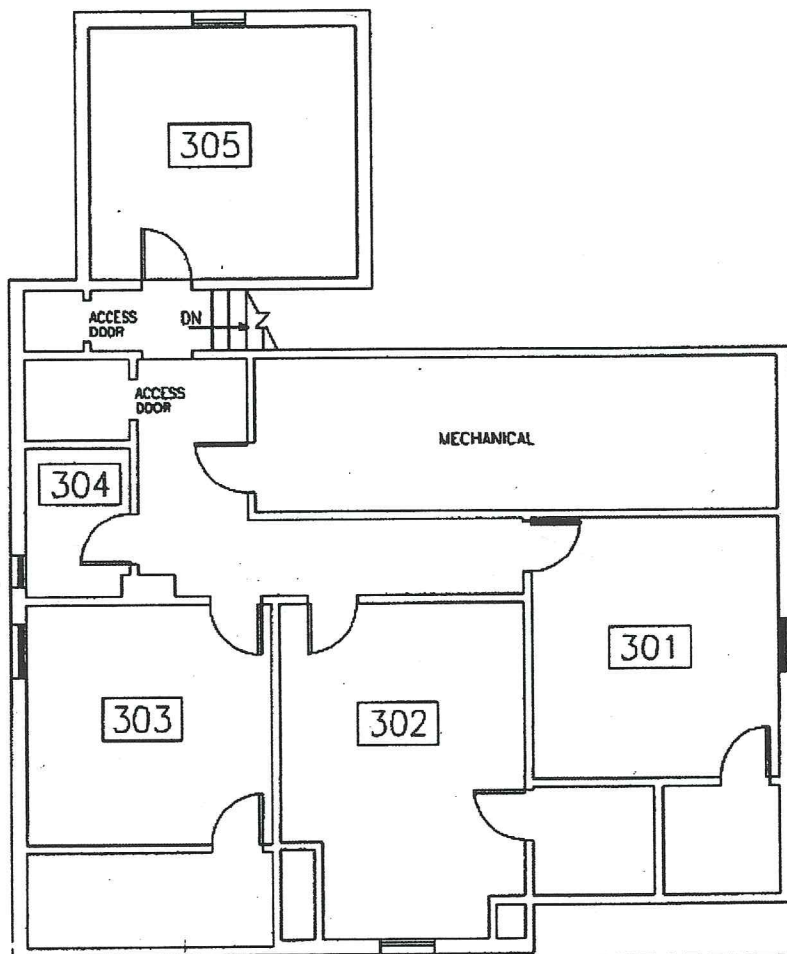
2ND FLOOR

**DEPARTMENT OF
EMPLOYMENT
SECURITY**

**298 HANOVER STREET
MANCHESTER, NH**

**DATE: JULY 16, 2002
NOT TO SCALE**

BUILDING: FLOOR PLAN



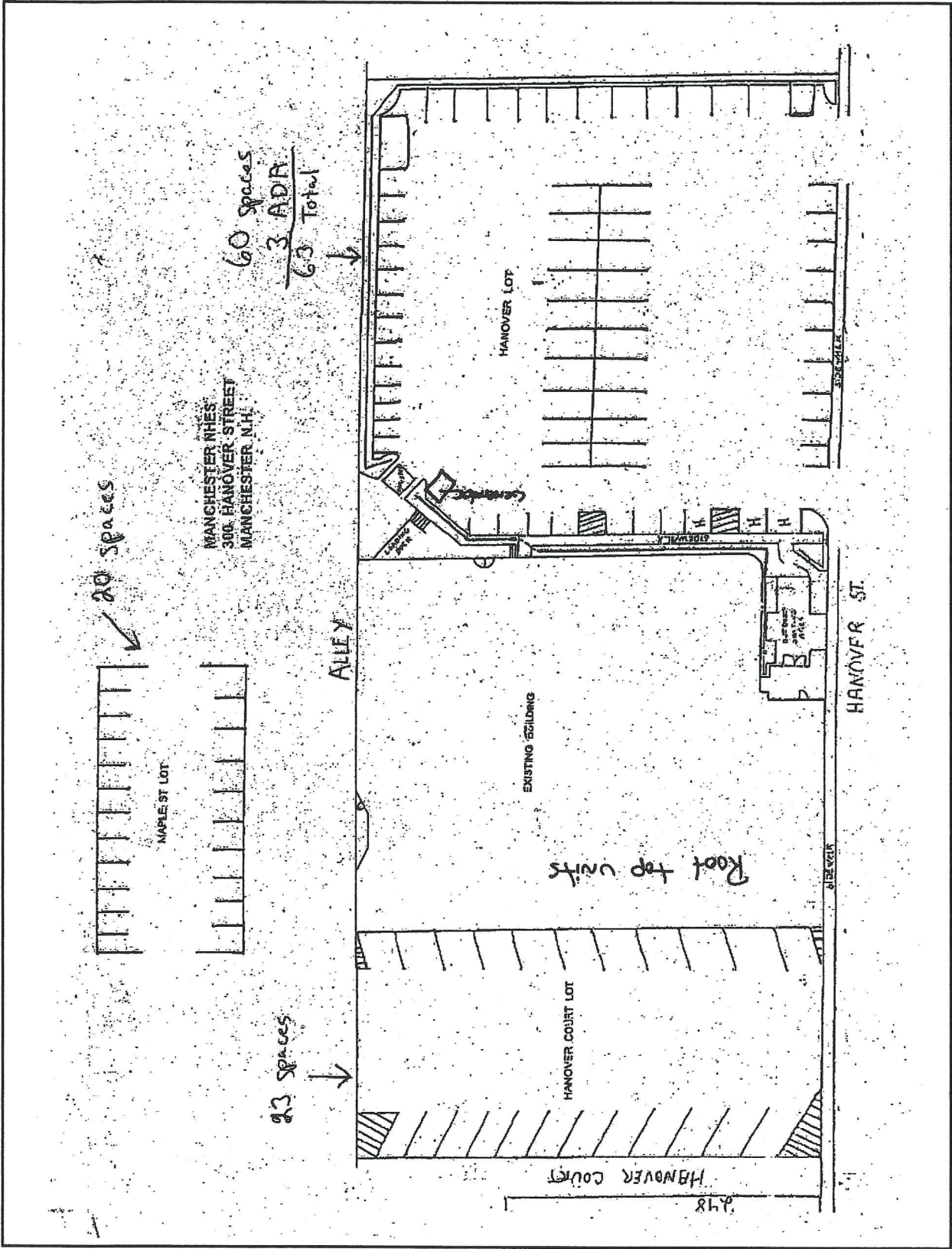
3RD FLOOR

**DEPARTMENT OF
EMPLOYMENT
SECURITY**




**298 HANOVER STREET
MANCHESTER, NH**

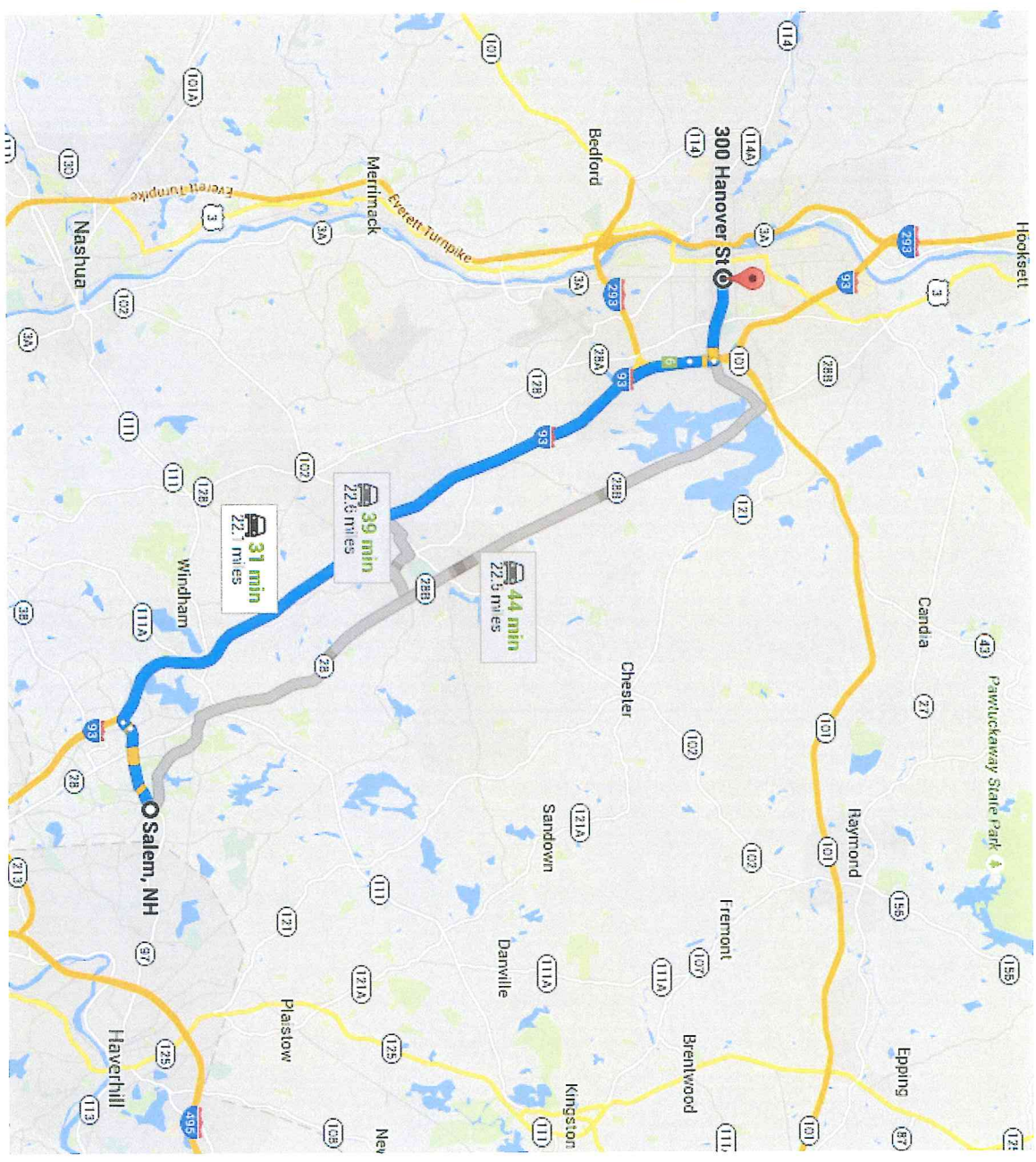
**DATE: JULY 16, 2002
NOT TO SCALE**

PARKING PLAN





	Via I-93 N	31 min
	30 min without traffic	22.1 miles
	DETAILS	
	Via NH-28 N and I-93 N	39 min
	38 min without traffic	22.6 miles
	Via NH-28 N and NH-28Bypass N	44 min
	41 min without traffic	22.5 miles



From all points North

← from Concord, NH
to 300 Hanover St, Manchester, NH 03104

22 min (18.2 miles)

Via I-93 S



▲ This route has tolls.

Concord, NH

> Get on I-93 S

0.4 mi

> Follow I-93 S to Wellington Rd in Manchester. Take exit 8 from I-93 S

16.3 mi

> Take Highland St to Hanover St

1.5 mi

300 Hanover St
Manchester, NH 03104

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

